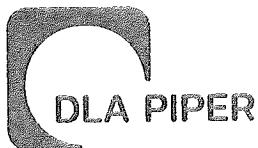


EXHIBIT A



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June 22, 2015
VIA HAND DELIVERY, FAX, US MAIL AND E-MAIL

John J. Stoia, Jr.
Rachel L. Jensen
Phong L. Tran
Robbins Geller Rudman & Dowd LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Re: *In re Groupon Marketing and Sales Practices Litig.*, No. 3:11-md-02238-DMS-RBB

Dear Mr. Stoia:

Pursuant to Section N.1.(c) of the parties' Amended Stipulation of Settlement ("Settlement Agreement") (Dkt. 98-1 at § N.1.(c)) and the Court's later order dated April 9, 2015, granting the parties' stipulation to extend certain deadlines set forth in the Settlement Agreement (Dkt. 145) (the "Order"), Groupon, Inc. ("Groupon") hereby terminates the Settlement Agreement. Except as specifically provided in the Settlement Agreement, the Settlement Agreement is null and void in its entirety. This notice is sent to the Settlement Class Members as defined in the Settlement Agreement through you as Class Counsel in accordance with Section M.4. of the Settlement Agreement.

Groupon demands that in accordance with Section I.1 of the Settlement Agreement (Dkt. 98-1 at § I.1) and the Court's Order (Dkt. 145 at ¶2), Class Counsel return to Groupon, within five business days of June 22, 2015, the full amount of Attorneys' Fees and Expenses paid to Class Counsel. We will provide you with wire transfer instructions. Groupon further demands that Class Counsel join with Groupon in instructing the holder of the Settlement Fund, Torrey Pines Bank, to return forthwith, all funds in the escrow together with any accrued interest to Groupon.

Thank you for your cooperation.

Very truly yours,

DLA Piper LLP (US)

A handwritten signature of Shirli F. Weiss.

Shirli F. Weiss
Partner

Admitted to practice in California

SFW/esg